

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ABC AGENCY
AND
THE UNIVERSITY OF ALASKA MUSEUM OF THE NORTH
FAIRBANKS, ALASKA**

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is hereby entered into by and between Arctic Best Construction Agency, herein referred to as the ABC Agency, and the University of Alaska Museum of the North, Fairbanks, Alaska, herein referred to as the Museum.

WHEREAS, the purpose of this Agreement is to provide the framework for the effective museum curation and storage of cultural material collected or excavated during the development of ABC Agency sponsored projects in accordance with the stipulations outlined below.

WHEREAS, the ABC Agency administers federally funded projects that are subject to Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR 800 Protection of Historic Properties) and State funded projects subject to the Alaska Historic Preservation Act of 1970 (specifically AS 41.35.070 Preservation of Historic, Prehistoric, and Archaeological Resources Threatened by Public Construction); and

WHEREAS, the development of said projects can result in certain cultural material recovered during archaeological survey, excavation, and data recovery, and the creation of associated field records (herein called Collections); and

WHEREAS, the ABC Agency, as the sponsor for federal and State funded projects, has the responsibility under federal and State law to ensure proper care of Collections; and

WHEREAS, the Museum is an accredited institution that has requisite facilities that meet and operate in accordance with the federal standards published in 36 CFR 79 to provide physical security and a controlled environment for Collections, has an established Collection Management Policy that provides procedures and requirements to curate archaeological collections for future research, exhibit, and instruction, and has qualified Museum professionals with the expertise for the curation of Collections; and

WHEREAS, the Parties hereto recognize the mutual benefits to be derived by having Collections from ABC Agency suitably housed and maintained by the Museum;
and

WHEREAS, the Parties hereto recognize the continued State legal title to Collections from lands owned or controlled by the State (pursuant to AS 41.35.020 and 11 AAC 16.020) and the responsibility to ensure that the Collections are suitably managed and preserved for the public good; and

WHEREAS, the Parties hereto recognize that ABC Agency sponsored surveys and archaeological excavations on properties not owned or controlled by the State require a separate Right-of-Entry agreement with the land owner or managing entity; and

WHEREAS, Right-of Entry agreements will identify the party holding legal title to the cultural materials, and contain terms and conditions to ensure proper care and curation of any recovered Collections; and

NOW THEREFORE, the ABC Agency and the Museum as signatories to this Agreement mutually agree to promote a unified approach to preservation and protection of cultural materials in accordance with the following stipulations until this Agreement expires or is terminated.

STIPULATIONS

I. RESPONSIBILITIES

A. The Museum

1. In accordance with the Museum's Collections Management Policy, the Museum agrees to act as repository for appropriately accessioned and cataloged cultural material, and to provide proper space, facilities and personnel for curation, storage and maintenance of the materials.
2. Collections made on State lands remain the property of the State, while the Right-of-Entry agreements will contain the terms and conditions of Collections from properties not owned or controlled by the State. The Museum shall not transfer or discard a State Collection without written permission of the State. The Museum may not sell any State Collection.
3. The Museum assumes no responsibility for cultural specimens from ABC Agency sponsored projects that have not been accessioned and cataloged according to the Museum's Curation Guidelines accession system and that have not been physically deposited in the Museum. The Museum reserves the right to refuse to accept a Collection.

B. The ABC Agency

1. In accordance with the Museum's Curation Guidelines, the ABC Agency will be responsible to coordinate with the Museum for the proper accessioning and cataloging and processing for long-term museum storage of Collections from ABC Agency sponsored projects that are to be deposited with the Museum. This will be accomplished by a qualified consultant(s) under contract to the ABC Agency.
2. All associated records will be deposited at the Museum at the same time as the Collection(s). These records will include (but not necessarily be limited to) catalog ledgers and copies of all reports, papers, field notes, photographs, profiles, etc. In accordance with applicable federal and State laws, the Museum will restrict access to information about the location of heritage resource sites from which ABC Agency Collections are obtained.

II. ADMINISTRATION

- A. Duration of Agreement: The Agreement shall remain in effect for a period of ten (10) years after the date it takes effect. The Museum and the ABC Agency will review this Agreement in five (5) years and make any necessary adjustments unless it is terminated prior to that time. If there are no objections from the parties, the term of the Agreement will automatically be extended for an additional ten (10) years. The procedures, terms and conditions of this Agreement may be modified at any time by joint written consent of the parties.
- B. Fees: The ABC Agency and the Museum recognize that fees will be required for the ABC Agency sponsored Collections when they are transferred for deposition and organization at the Museum. The fees for these services will be in accordance with the Museum's Curation Guidelines.
- C. Amendment: Parties to this Agreement may at any time propose amendments, whereupon the parties will consult to consider such amendment. This Agreement may be amended only upon written concurrence of the signatory parties. Amendments go into effect on the date of the last signature.
- D. Termination: This Agreement becomes effective when final signature is received. A party may terminate this Agreement at any time by giving written notice to the other parties not less than one hundred twenty (120) days in advance of the effective date of termination. If any party proposes termination of this Agreement, the party proposing termination will consult with the other parties to seek alternatives to termination. Should such consultation result in an agreement on an alternative to termination, the parties will proceed in accordance with that agreement.

THE PARTIES HERETO have executed this Memorandum of Understanding.

UNIVERSITY OF ALASKA MUSEUM, FAIRBANKS

By: _____
Joshua Reuther, Ph.D., Curator of Archaeology

Date:

By: _____
Aldona Jonaitis, Ph.D., Museum Director

Date:

By: _____
Rosemary Madnick, Grant and Contract Services Director

Date:

ABC AGENCY

By: _____

Date: